ment of national jurisdiction, can obtain any rights through or under the assignee, who stands, not as a purchaser, but only as the agent of the debtor, and the trustee in bankruptcy takes title from the debtor under the Act the same as if the assignment had never been made. Collier on Bankruptcy, § 70, subd. 4; Remington on Bankruptcy, §§ 1606-1608; West Co. *v.* Lea, 174 U. S. 590, 2 Am. B. R. 463, 19 Sup. Ct. 836, 43 L. Ed. 1098; Bryan *v.* Bernheimer, 181 U. S. 188, 5 Am. B. R. 623, 21 Sup. Ct. 557, 45 L. Ed. 814."

Will—Execution in Presence of Blind Testator.—The supreme court of North Carolina (In re Allred's Will, 86 S. E. 1047), held that the will of a blind man, signed by the witnesses only four feet from him, while he had opportunity to know by the sense of hearing that they were signing the paper which he had signed, the witnesses testifying that he knew they signed the will in his presence, was not invalid as having been signed by the witnesses out of the presence of the testator. The court said an attestation in the same room where a blind testator is, while his intellect and hearing remain unimpaired, and he is conscious of what is going on about him, is a sufficient signing in his presence. The court said on this point:

There was at one time a disposition to give a restricted meaning to the term "in the presence of the testator," and to hold that it meant "in the sight of or within the scope of the vision," but, as it was soon seen that this narrow construction would prevent a blind man from making a will, and that it excluded the operation of the other senses, except that of sight, a broader and more liberal construction has been generally adopted, and it is now well settled that a blind man may know of the presence of the witness without sight, and that he may make a will. Bynum *v.* Bynum, 33 N. C. 632; Underhill on Wills, vol. 1, p. 267; Ray *v.* Hill, 3 Strob. (S. C.), 302, 49 Am. Dec. 647; Reynolds *v.* Reynolds, 1 Speers (S. C.), 253, 40 Am. Dec. 599; Riggs *v.* Riggs, 135 Mass. 238, 46 Am. Rep. 464.

"In the case of a blind man the superintending control which in other cases is exercised by sight, must be transferred to the other senses." Ray *v.* Hill, 3 Strob. (S. C.), 304, 49 Am. Dec. 647.

"He must first be made sensible, through his remaining senses, that the witnesses subscribed in his presence." Reynolds *v.* Reynolds, 1 Speers (S. C.), 256, 40 Am. Dec. 599.

"It is true that it is stated in many cases that witnesses are not in the presence of the testator unless they are within his sight; but these statements are made with reference to testators who can see. As most men can see, vision is the usual and safest test of presence, but it is not the only test. A man may take note of the presence of another by the other senses, as hearing or touch. Certainly, if two blind men are in the same room, talking together, they are in each other's presence. * * * In cases where he has lost or can

not use his sense of sight, if his mind and hearing are not affected, if he is sensible of what is being done, if the witnesses subscribe in the same room, * * * and within his hearing, they subscribe in his presence." Riggs *v.* Riggs, 135 Mass. 241, 46 Am. Rep. 464; 1 Underhill, p. 267.

A notable instance of the execution of a will by a blind man is that of Francois Xavier Martin, who was for thirty-one years a member of the Supreme Court of Louisiana, and during the last eight years of his services he was totally blind. His will was contested by the state upon the ground that a blind man could not make a will, and also because of an alleged illegal trust, but was sustained. State *v.* Martin, 2 La. Ann. 667.

Mr. Underhill, in his work on wills (volume 1, § 196), gives the reasons for the requirement of the statute, and states how it may be complied with by one who can not see. He says:

"Many of the statutes regulating the execution of wills require that the witnesses shall subscribe their names 'in the presence of the testator.' The purpose and object of such statutory regulations are to enable the testator to see that the very persons whom he has requested to attest his will do, in fact, attest it, and also to prevent wicked and interested parties from substituting in the place of the paper which he has subscribed as his last will another paper of which he knows nothing. Presence in its widest meaning is the antonym of absence. Hence, where the statute requires a signing by witnesses in the presence of the testator, a subscription to a will by the witnesses in the absence of the testator is absolutely void. Nor can such a fatal defect be remedied by a subsequent acknowledgment by the witnesses of their signature, uttered in the presence of the testator. The requirement that the will shall be signed by the witnesses in the presence of the testator does not prescribe that he shall actually see the witnesses sign the will, provided they do, in fact, sign it in his presence. The validity of the execution of a will can not be made to turn upon the ability of the testator to see; for, if such were the law, it is clear that no blind man could execute a valid will. Therefore, while his intellect and hearing remain unimpaired, and he is conscious of what is going on about him, an attestation in the same room where he is, or in such proximity in another room as to be in the testator's line of vision, provided he could see, and within his hearing, will be sufficient signing in his presence."

It is not contended by the caveators that the witnesses did not, in fact, sign the same paper that was signed by the testator, and if these principles are applied to the evidence, we are of opinion that the will has been properly executed, as the witnesses were only four feet from him, and he had the opportunity of knowing that they were signing the paper which he had signed by the sense of hearing and the witnesses say he knew they signed the will there in his presence.